

1
2
3
4
5
6
7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 KASANDRA BATES, et al.,

11 Plaintiffs,

12 v.

13 STATE FARM MUTUAL
14 AUTOMOBILE INSURANCE
COMPANY,

15 Defendant.

CASE NO. C14-1557JLR

ORDER DENYING MOTION
AND STIPULATION TO
BIFURCATE

16 Before the court are Defendant State Farm Mutual Automobile Insurance
17 Company's ("State Farm") motion to bifurcate (Mot. (Dkt. # 11)) and the parties'
18 stipulated motion to bifurcate (Stip. (Dkt. # 13)). The parties seek to bifurcate Plaintiffs
19 Kasandra and Justin Bates' ("the Bates") contractual and extra-contractual claims and
20 stay discovery on the Bates' extra-contractual claims pending resolution of the Bates'
21 contractual claims. (*See* Stip.) State Farm argues that bifurcation will promote judicial
22 economy, be more convenient for the parties, and avoid jury confusion and prejudice to

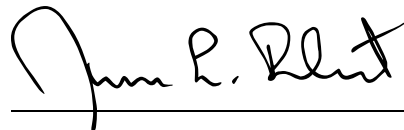
1 State Farm. (*See Mot.*) The court has considered State Farm's motion, the parties'
2 stipulation, the balance of the record, and the relevant law. Being fully advised, the court
3 denies the motion and the stipulation.

4 The decision to bifurcate is committed to the sound discretion of the trial court.
5 *Hangerter v. Provident Life & Accident Ins. Co.*, 373 F.3d 998, 1021 (9th Cir. 2004).
6 The trial court's authority to bifurcate comes from Federal Rule of Civil Procedure 42(b),
7 which states that "[f]or convenience, to avoid prejudice, or to expedite and economize,
8 the court may order a separate trial of one or more separate issues, claims, cross-claims,
9 counterclaims, or third-party claims." Fed. R. Civ. P. 42(b). Where an overlap of factual
10 issues exists between the claims, courts are reluctant to bifurcate the proceedings.
11 *McLaughlin v. State Farm Mut. Auto. Ins. Co.*, 30 F.3d 861, 871 (7th Cir. 1994). Indeed,
12 if the preliminary and separate trial of an issue would involve extensive proof and
13 substantially the same facts or witnesses as the other issues in the cases, or if any
14 economy in time and expense is wholly speculative, the motion should be denied. *See*
15 *Datel Holdings LTD. v. Microsoft Corp.*, No. C-09-05535 EDL, 2010 WL 3910344, at
16 *2-5 (N.D. Cal. Oct. 4, 2010).

17 Numerous courts have recognized substantial overlap between the issues of
18 coverage and bad faith, such that bifurcation of the issues would be inappropriate.
19 *Bloxham v. Mountain W. Farm Bureau Mut. Ins. Co.*, 43 F. Supp. 2d 1121, 1129 (D.
20 Mont. 1999); *see also Tharpe v. Ill. Nat'l Ins. Co.*, 199 F.R.D. 213, 214 (W.D. Ky. 2001);
21 *Light v. Allstate Ins. Co.*, 182 F.R.D. 210, 213 (S.D. W. Va. 1998). In addition, this court
22 regularly hears insurance cases that involve both breach of contract claims and extra-

1 contractual claims regarding the insurer's failure to follow insurance regulations or act in
2 good faith. *See Dees v. Allstate Ins. Co.*, No. C12-0483JLR, 2012 WL 3877708 (W.D.
3 Wash. Sept. 6, 2012) (denying motion to bifurcate in a case involving underinsured
4 motorist claims and extra-contractual claims); *see also, e.g., Tilden-Coil Constructors,*
5 *Inc. v. Landmark Am. Ins. Co.*, 721 F. Supp. 2d 1007 (W.D. Wash. 2010); *Hovenkotter v.*
6 *Safeco Ins. Co. of Ill.*, No. C09-0218JLR, 2010 WL 3984828 (W.D. Wash. Oct. 11,
7 2010); *JACO Envtl., Inc. v. Am. Int'l Specialty Lines Ins. Co.*, No. C09-0145JLR, 2010
8 WL 415067 (W.D. Wash. Jan. 26, 2010). Nothing in the complaint, the motion to
9 bifurcate, or the parties' stipulation compels the court to treat this case any differently.
10 Accordingly, the court DENIES State Farm's motion to bifurcate (Dkt. # 11) and the
11 parties' stipulated motion to bifurcate (Dkt. # 13).

12 Dated this 18th day of May, 2015.

13
14 

15 JAMES L. ROBART
16 United States District Judge
17
18
19
20
21
22